

ZB# 87-16

Suburban Homes, Inc.

58-6-5

87-16

Suburban Homes, Inc. - Lot Area

Prelim:

April 13, 1987.

Public Hearing:

Apr. 27, 1987

Notice to Sentinel
4/10/87.

Application

for area

variance

approved

4/27/87

General Receipt

8849

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

April 15 19 87

Received of New Urban Homes Inc. \$ 25.00

Twenty Five and 00/100 DOLLARS

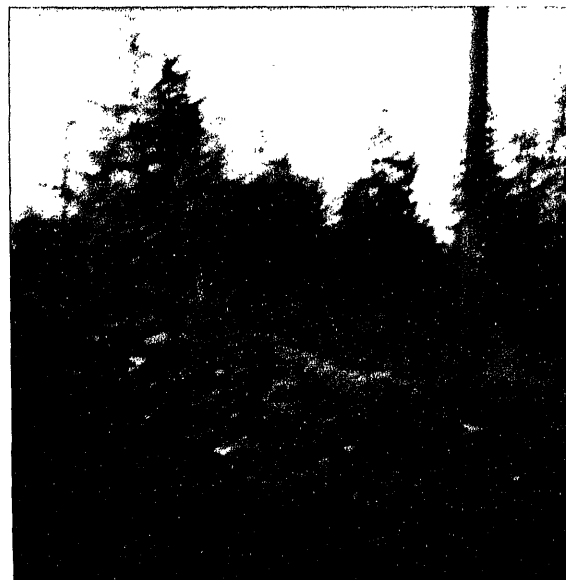
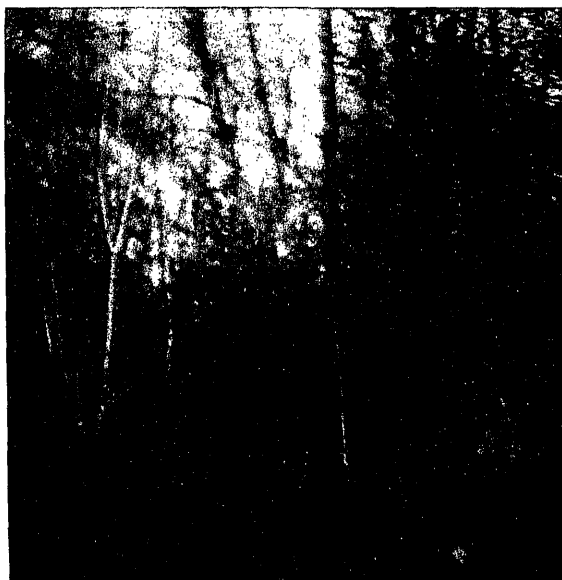
For Variance Application 87-16

DISTRIBUTION

FUND	CODE	AMOUNT
Check # 25.00		
# 1032		

By Pauline J. Townsend

Town Clerk
Title





1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

April 28, 1987

SUBURBAN HOMES, INC.
P. O. Box 457
Rt. 208
Washingtonville, N. Y. 10992

Attn: Mr. Ed Biagini

RE: APPLICATION FOR AREA VARIANCE
#87-16

Dear Ed:

This is to confirm that the Zoning Board of Appeals made a decision to approve the above application for a variance at the April 27, 1987 public hearing.

Formal decision will be drafted at a later date and forwarded to you by return mail.

Very truly yours,

PATRICIA A. BARNHART
Secretary

/pab

cc: Town Planning Board
Town Building Inspector Babcock

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCE

SUBURBAN HOMES, INC.

#87-16.

-----X

WHEREAS, SUBURBAN HOMES, INC., a domestic corporation with an office at Route 208, Box 457, Washingtonville, N. Y. 10992 by its President, Ed Biagini, has made application before the Zoning Board of Appeals for an area variance for purposes of construction of one-family residential dwelling in an R-4 zone; and

WHEREAS, a public hearing was held on the 27th day of April, 1987 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant, Ed Biagini, appeared; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to construct a residential dwelling at above location in an R-4 zone with insufficient lot area.

3. The evidence presented by the applicant substantiated the fact that the proposed construction would not be detrimental to the neighboring properties.

WHEREAS, the Zoning Board of Appeals makes the following findings of law in this matter:

1. The evidence shows that the applicants will encounter practical difficulty if the variance requested is not granted due to the fact that applicant cannot obtain any additional property within which to construct residential dwelling.

2. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood which is residential in nature.

NOW, THEREFORE, BE IT

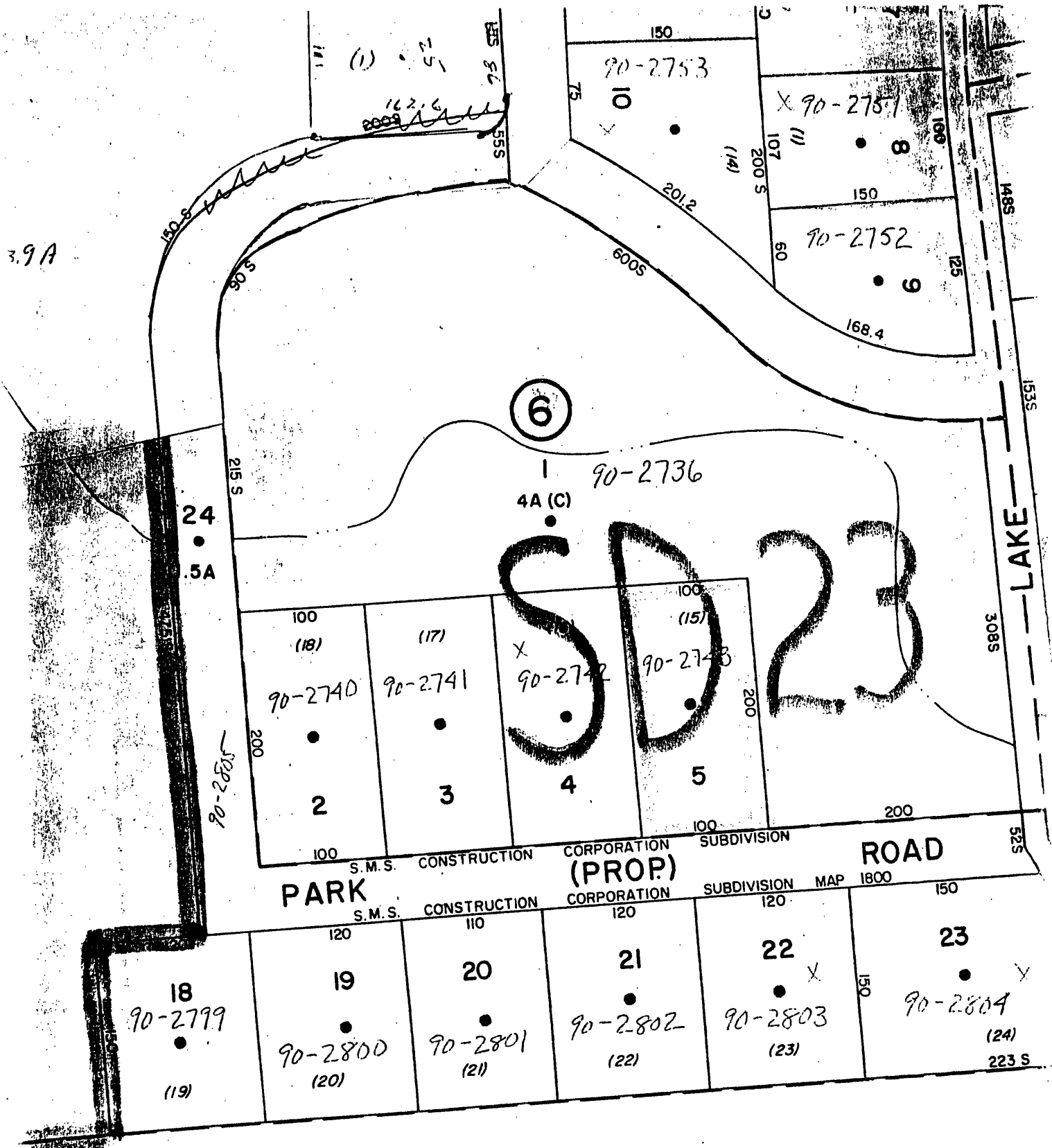
RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT lot area variance of 1,780 s.f. for construction of a residential dwelling in accordance with plans submitted at public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: June 8, 1987.

Chairman



[illegible]

FILED PLAN LOT LINE	---	TAX MAP BLOCK NO.	④	FILED PLAN BLOCK NO.	②
ASSESSMENT LINE	O & R UTILITIES	TAX MAP PARCEL NO.	32	FILED PLAN LOT NO.	
PATCH LINE	Z	AREAS	(Deed) 11.1A, (Calculated) 11.6A(C)	STATE HIGHWAYS	N.Y. STATE HWY.
STREAMS	---	DIMENSIONS	(Deed) 66 (Scaled) 75s	COUNTY HIGHWAYS	COUNTY HWY.
				TOWN ROADS	TOWN RD.

ZONING BOARD OF APPEALS
June 8, 1987

AGENDA: 7:30 P.M. - ROLL CALL

Motion to accept the minutes of 5/11/87 as written.

DECISIONS PENDING: (1) RT. 32 BUILDERS ASSOCIATES
(2) CLINTON, FRANK

PRELIMINARY MEETING:

1. MILLER, SCOTT - Request for 28,560 s.f. lot area variance for construction of one-family residential dwelling on Vance Drive in R-I zone. (Needs one acre - No sewer and water).
2. HANSEN, VILMA LEE - Request for 2 ft. side yard variance to construct a garage at 454 Beaver Brook Road in a R-4 zone.
3. RHEIN, JANINE & DANNY - Request for 6,310 s.f. lot area variance to construct one-family residential dwelling on Ridge View Road in R-4 zone.
4. ZACCARO, JOSEPH - Request for 2,555 s.f. lot area variance to construct a one-family residential dwelling on Bull Road in an R-I zone.
5. SCHIAVONE, JOSEPH - Request to construct garage beyond front of residential dwelling on Vascello Road - Sec. 48-14A(4) Supplementary Yard Regs. does not allow extension beyond front of residence.
6. SCIAMANNA, DINO - Request for 8 ft. side yard variance to construct garage at 73 Hudson Drive in R-4 zone.

PUBLIC HEARINGS:

7. DONALDSON, ROBERT - Request for 16 ft. 8 in. rear yard variance to install deck on residential dwelling located at 221 Butter Hill Drive.

FORMAL DECISIONS: (1) SUBURBAN HOMES, INC.
(2) HARRIS, BRYANT

ADJOURNMENT

PAT - 565-8550 (O)
562-7107 (H)

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

Date: 4/13/87

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal)

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. C.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>21,178 s.f.</u>	<u>20,000 s.f.</u>	<u>1,780 s.f.</u> No Water
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. <u>7</u>	<u>7</u>	<u>7</u>
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

Applicant feels that practical difficulty is present due to the fact that the parcel is a buildable lot containing 20,000 s.f. However, the bulk regulations state that a total of 21,178 s.f. is required. Applicant cannot meet the bulk regulations as stated in an R-4 zone and cannot acquire additional land in order to meet same.

VI. Sign Variance: N/A

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Special Permit: N/A

- (a) Special Permit requested under New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the use and structures proposed for the special permit.

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Applicant intends to construct a one-family residential dwelling which will conform to the status of the neighboring lands in question. The quality of the zone will be maintained and upgraded by this application.

IX. Attachments required:


- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☐ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
- ☐ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date April 13, 1987

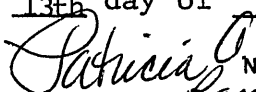
STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.


(Applicant)
SUBURBAN HOMES, INC.
By: Edward Biagini, President

Sworn to before me this

13th day of April, 1987.


PATRICIA DELIO
NOTARY PUBLIC, State of New York
No. 5970775
Qualified in Orange County
Commission Expires March 30, 1989

XI. ZBA Action

(a) Public Hearing date _____.

(b) Variance is _____.

Special Permit is _____.

(c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

1987

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 3/4/87, 1987

To SUBURBAN HOMES INC.
Box 457 - Route 208
Washingtonville, N.Y.

PLEASE TAKE NOTICE that your application dated 3/2/87, 1987
for permit to To Build Home in R-4 Zone
at the premises located at Park Rd.

is returned herewith and disapproved on the following grounds:

Needs VARIANCE OF 1,780 Ft - No Water - Has
SEWAGE

John Finnegan
Building Inspector
ZONING

Requirements 21,178
Min Lot Area

Proposed or
Available

Variance
Request

OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 3/4/2, 1987

To SUBURBAN HOMES, INC.

Box 457 - Route 208

Washingtonville, N.Y.

PLEASE TAKE NOTICE that your application dated 3/24, 1987

for permit to To Build Home in R-4 Zone

at the premises located at PARK Rd.

is returned herewith and disapproved on the following grounds:

Needs VARIANCE OF 1,780 FT - No Water - HAS
SEWAGE

John Finnegan
Building Inspector
ZONING

Requirements	21,178	Proposed or Available	Variance Request
Min. Lot Area	<u>21,178</u>	<u>20,400</u>	<u>1,780 FT. No Water</u>
Min. Lot Width			
Reqd. Front Yd.			
Reqd. Side Yd.	<u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yd.			
Reqd. Street Frontage*			
Max. Bldg. Hgt.			
Min. Floor Area*			
Dev. Coverage*	<u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**			

* Residential Districts only

** Non-residential districts only

Name of Owner of Premises Suburban Homes Inc.
Address Box 457 Route 208 Washington, D.C. 20012 Phone 496-4124

Name of Architect Ronald Zimmerman
Address Rt. 17 N. New York N.Y. Phone 782-7876

Name of Contractor Suburban Homes
Address _____ Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder: Owner
If applicant is a corporation, signature of duly authorized officer: Bull. D. P.

Ronald Zimmerman
(Name and title of corporate officer)

1. On what street is property located? On the North side of Park Road
(N. S. E. or W.)

and 300 feet from the intersection of Lake Road

2. Zone or use district in which premises are situated B4

3. Tax Map description of property: Section 58 Block 6 Lot 5

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy vacant b. Intended use and occupancy New Home

5. Nature of work (check which applicable): New Building / Addition / Alteration / Repair / Removal /

Demolition / Other /

6. Size of lot: Front 100 Rear 100 Depth 200 Front Yard 35 Rear Yard 50 Side Yard 25

Is this a corner lot? NO

7. Dimensions of entire new construction: Front 44 Rear 44 Depth 26 Height 16 Number of stories 2

8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1

Number of bedrooms 3 Baths 2 Toilets 2

Heating Plant: Gas / Oil / Electric / Hot Air / Hot Water /

If Garage, number of cars 2

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use

10. Estimated cost \$35,000 Fee \$128.00
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION — YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

Address..... Phone.....
State whether applicant is owner, lessee, agent, architect, engineer or builder..... Owner Bull. D. R.
If applicant is a corporation, signature of duly authorized officer.
Paul R. R. R.
(Name and title of corporate officer)

1. On what street is property located? On the North side of Park Road
(N. S. E. or W.)
and 300 feet from the intersection of Lake Road
2. Zone or use district in which premises are situated B.4.
3. Tax Map description of property: Section 58 Block 6 Lot 5
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy Rem. b. Intended use and occupancy New Home
5. Nature of work (check which applicable): New Building ☒ Addition ☐ Alteration ☐ Repair ☐ Removal ☐
Demolition ☐ Other ☐
6. Size of lot: Front 100 Rear 100 Depth 200 Front Yard 35 Rear Yard 50 Side Yard 25
Is this a corner lot? No
7. Dimensions of entire new construction: Front 44 Rear 44 Depth 26 Height 11 Number of stories 2
8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor.....
Number of bedrooms 3 Baths 2 Toilets 2
Heating Plant: Gas ☐ Oil ☒ Electric ☐ Hot Air ☐ Hot Water ☒
If Garage, number of cars 2
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost \$35,000 Fee \$128.00
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

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CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS — 565-8807

- 1—When excavating is complete and footing forms are in place (before pouring).
- 2—Foundation Inspection - check here for waterproofing and footing drains.
- 3—Inspect gravel base under concrete floors, and underslab Plumbing.
- 4—When framing is completed, and before it is covered from inside, and Plumbing rough-in.
- 5—Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwrite, and final certified plot plan. Building is to be complete at this time.
- 6—Driveway inspection must meet approval of town Highway Inspector.
- 7—\$20.00 charge for any site that calls for the same inspection twice.

1,750

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —

Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....3/24.....19.87..

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.

N

Planning Board
Highway
Sewer
Water
Zoning Board of Appeals

Pursuant to New York State Building Code and Town Ordinances

Date.....3/24.....19.87..

INSTRUCTIONS

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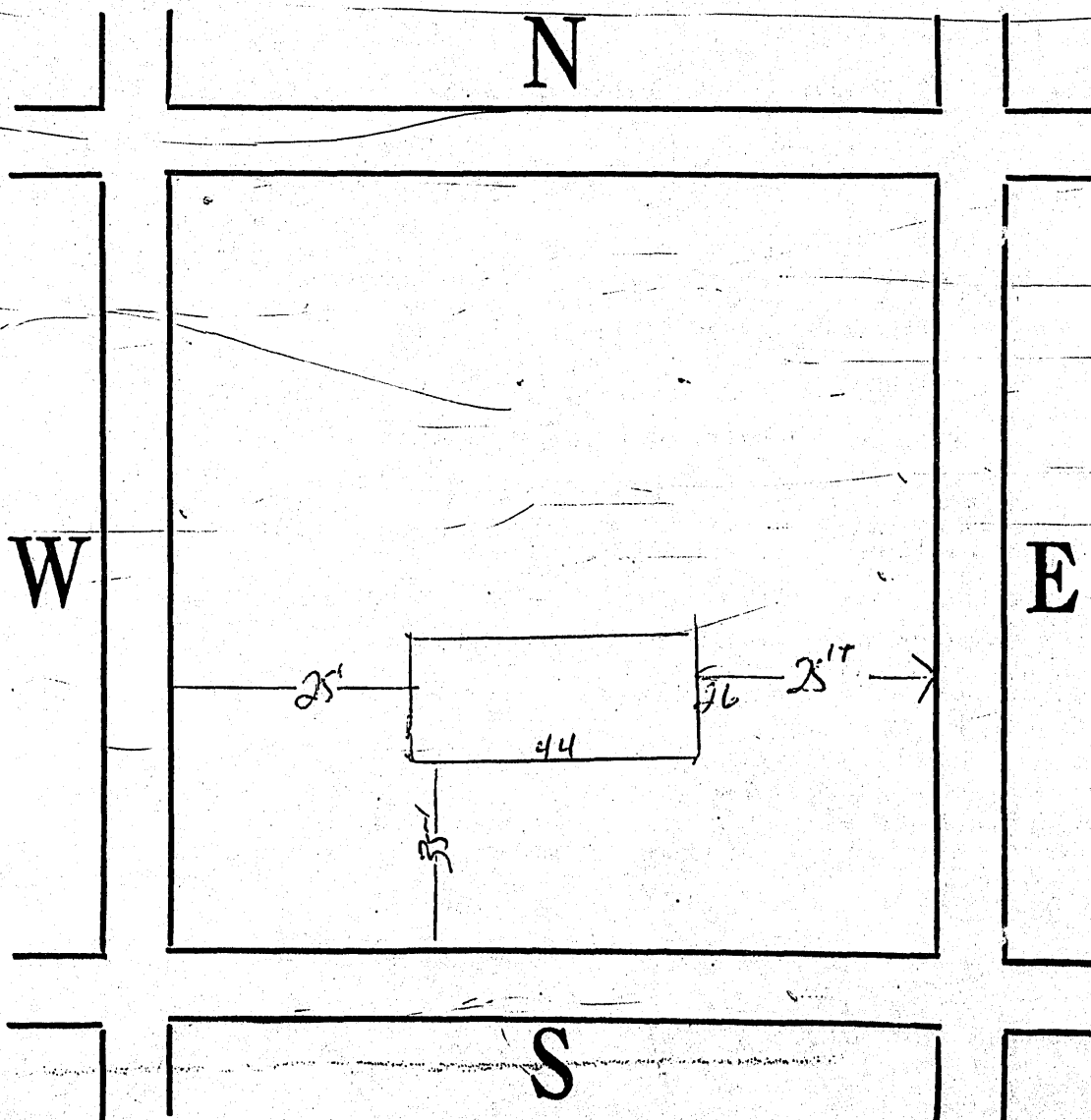
(Signature of Applicant)

(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



4/27/87 Public Hearing: Suburban Homes, Inc. 87-16

Name:

Address:

Robert Lerch

PARKED N.W.

DLL/vq
#14,640

NYBTU Form 8041 (Rev. 11/78) — CONTRACT OF SALE — 3/86

WARNING:

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE:

CONTRACT OF SALE made as of the _____ day of _____ January 14, 19 87
BETWEEN SMS Construction

PARTIES:

Address: Lakeside Drive, Newburgh, New York

hereinafter called "SELLER", who agrees to sell:

and Suburban Homes of Orange County, Inc.

Address: Woodcock Mountain Road, Washingtonville, New York

PREMISES:

hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

Street Address: Park Road, New Windsor, New York

Tax Map Designation: Sec. 58, Block 6 Lot 5

Together with SELLER's interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

PERSONAL
PROPERTY:

~~The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.~~

Premises consists of Vacant Land

Excluded from this sale are: Furniture and household furnishings,

1. (a) The purchase price is

\$ 15,000.00

Payable as follows:

On the signing of this contract, by check subject to collection:

\$

CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE: CONTRACT OF SALE made as of the day of January 14, 19 87
PARTIES: BETWEEN SMS Construction

Address: Lakeside Drive, Newburgh, New York

hereinafter called "SELLER", who agrees to sell:

and Suburban Homes of Orange County, Inc.

Address: Woodcock Mountain Road, Washingtonville, New York

PREMISES: hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

Street Address: Park Road, New Windsor, New York

Tax Map Designation: Sec. 58, Block 6 Lot 5

Together with SELLER's interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

PERSONAL
PROPERTY:

~~The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.~~

Premises consists of Vacant Land

Excluded from this sale are: Furniture and household furnishings,

1. (a) The purchase price is \$ 15,000.00

Payable as follows:

On the signing of this contract, by check subject to collection: \$

By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$

BALANCE AT CLOSING: \$ 15,000.00

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

EXISTING
MORTGAGES:

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:

Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ per cent per year,
presently payable _____ in installments of \$ _____, which include principal, interest,
and with any balance of principal being due and payable on _____

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

ACCEPTABLE
FUNDS:

3. All money payable under this contract, unless otherwise specified, shall be either:

- Cash, but not over one thousand (\$1,000.00) Dollars.
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$ _____) dollars, or
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"SUBJECT TO"
PROVISIONS:

4. The PREMISES are to be transferred subject to:

- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
- Such state of facts an accurate survey may show provided same does not render title unmarketable.

TITLE
COMPANY
APPROVAL:

5. SELLER shall give and PURCHASER shall accept such title as _____ any reputable title company _____, a member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract. at standard rates.

CLOSING
DEFINED
AND
FORM OF
DEED:

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain and Sale deed w/ covenants against grantor's estate in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by the SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

CLOSING
DATE AND
PLACE:

7. CLOSING will take place at the office of McGuirk, Levinson, Zeccola, Seaman, Reineke & Ornstein P.C. at 10:00 A.M. o'clock on June 15, 19 87

ROKER:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale ~~other than~~

and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

STREETS
AND
ASSIGN-
MENT OF
UNPAID
AWARDS:

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

MORTGAGEE'S
CERTIFICATE
LETTER AS
TO EXISTING
MORTGAGE(S):

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest.

SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

COMPLIANCE
WITH STATE
AND
MUNICIPAL
DEPARTMENT
REGULATIONS

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

ACCEPTABLE
TENDERS:

3. All money payable under this contract, unless otherwise specified, shall be either:

- Cash, but not over one thousand (\$1,000.00) Dollars.
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$) dollars, or
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

SUBJECT TO
PROVISIONS:

4. The PREMISES are to be transferred subject to:

- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
- Such state of facts an accurate survey may show provided same does not render title unmarketable.

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COMPANY
APPROVAL:

5. SELLER shall give and PURCHASER shall accept such title as any reputable title company, a member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract, at standard rates.

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AND
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DEED:

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If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

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PLACE:

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8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale ~~other than~~

and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

STREETS
AND
ASSIGN-
MENT OF
UNPAID
AWARDS:

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CERTIFICATE
LETTER AS
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SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

COMPLIANCE
WITH STATE
AND
MUNICIPAL
DEPARTMENT
VIOLATIONS
AND
ORDERS:

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

OMIT IF THE
PROPERTY
IS NOT IN
THE CITY
OF
NEW YORK:

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to closing and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

INSTALLMENT
ASSESSMENT:

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

**APPORTION-
MENTS:**

13. The following are to be apportioned as of midnight of the day before the day of CLOSING. (a) Rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferrable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceeding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

**WATER
METER
READINGS:
ALLOWANCE
FOR UNPAID
TAXES, ETC.:**

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty (30) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

**USE OF
PURCHASE
PRICE TO PAY
ENCUM-
BRANCES:**

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

**AFFIDAVIT
AS TO
JUDGMENTS
BANKRUPT-
CIES:**

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

**DEED
TRANSFER
AND
RECORDING
TAXES:**

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

**PURCHASER'S
LIEN:**

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

**SELLER'S
INABILITY
TO
CONVEY
LIMITATION
OF
LIABILITY:**

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

**CONDITION
OF
PROPERTY:**

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

**ENTIRE
AGREEMENT:**

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this contract.

**CHANGES
MUST BE IN
WRITING:**

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

**SINGULAR
ALSO
MEANS
PLURAL:**

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

In Presence Of:

S.M.S. CONSTRUCTION

By: Joseph Mecca Jr.

WATER
METER
READINGS:
ALLOWANCE
FOR UNPAID
TAXES, ETC.:

USE OF
PURCHASE
PRICE TO PAY
ENCUM-
BRANCES:

AFFIDAVIT
AS TO
JUDGMENTS
BANKRUPT-
CIES:

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16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

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18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

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23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

In Presence Of:

S.M.S. CONSTRUCTION

By:

SUBURBAN HOMES OF ORANGE COUNTY,

OVER

to me known to be the individual described in and who.
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF _____ ss:
On the _____ day of _____, 19____, before me
personally came _____
to me known, who, being by me duly sworn, did depose and say
that _____ he resides at No. _____

that he is the
of _____, the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order
of the board of directors of said corporation, and that he
signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF _____ ss:
On the _____ 19____, before me

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that _____ executed the same.

STATE OF NEW YORK, COUNTY OF _____ ss:
On the _____ day of _____, 19____, before me
personally came _____
to me known and known to me to be a partner in _____

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said _____ duly acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Closing the title under the within contract is hereby adjourned to
o'clock, at

as of 19
Dated, 19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.
Dated, 19

19 , at
; title to be closed and all adjustments to be made

Purchaser

Assignee of Purchaser

Contract of Sale

TITLE NO.

From:

S.M. S. CONSTRUCTION

PREMISES

Section 58

Block · 6

Lot 5 -

County or Town ORANGE

Street Numbered Address

Recorded At Request of
American Title Insurance Company
RETURN BY MAIL TO:

To:

SUBURBAN HOMES OF ORANGE COUNTY,
INC.

Zip No.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



**american title
insurance company**

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 16

Request of SUBURBAN HOMES INC.

for a VARIANCE of the regulations of the Zoning Local Law to permit construction of one-family residential dwelling with insufficient lot area; being a VARIANCE of Section 48-12 - Table of Use/Bulk Regulations - Column C for property situated as follows:

On the north side of Park Road, Town of New Windsor, N. Y. known and designated as Tax Lot Section 58 - Block 6 - Lot. 5.

SAID HEARING will take place on the 27th day of April, 1987 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock p.m.

JACK BABCOCK, Chairman

MICHAEL R. FOY
P. O. BOX 115
GREENWOOD LAKE, N. Y. 10925

PATRICK AND DEBORAH TUOHY
LAKE ROAD
SALISBURY MILLS, N. Y. 12577

ALBERT AND LINDA STROHL
R. D. 1- PARK ROAD - BOX 193
SALISBURY MILLS, N.Y. 12577

CHARLES GANN
R. D. 1 - LAKE ROAD
SALISBURY MILLS, N. Y. 12577

LAWRENCE D. AND KATHLEEN ROSSINI
BOX 2686
R. D. 4 - LAKE ROAD
NEW WINDSOR, N.Y. 12550

ANDREW JOHNSON AND ROBIN HULSE
R. D. 1 - MECCA DRIVE
BOX 81
SALISBURY MILLS, N. Y. 12550

WARWICK SAVINGS BANK
18 OAKLAND AVENUE
WARWICK, N. Y. 10990

PAT J. MORONEY
8 MECCA DRIVE
NEW WINDSOR, N. Y. 12550

ANTHONY L. AND SUSAN HILINSKI
P. O. BOX 63
SALISBURY MILLS, N.Y. 12577

MICHAEL AND AMELIA GENESE
LAKE ROAD - R. D. 4
SALISBURY MILLS, N. Y. 12577

FRED AND JOSEPHINE WINKS
434 78TH STREET
BROOKLYN, N. Y. 11209

JAMES A. RASHFORD III
BOX 452
BEAVER BROOK ROAD,
NEW WINDSOR, N.Y. 12550

HERMAN A. RET
441 S. PASCAK ROAD
SPRING VALLEY, N. Y. 10977

JOSEPH AND MARION MECCA
R. D. 4 - LAKESIDE ROAD
NEW WINDSOR, N. Y. 12550

JOSEPH R. CAPONE
R. D. 1 - BOX 112
HILLCREST DRIVE
SALISBURY MILLS, N. Y. 12577

PAUL KITCHEN
113A HILLCREST DRIVE
SALISBURY MILLS, N. Y. 12577

DOMINICK DI MAGGIO
R. D. 1 - VALLEY AVENUE
SALISBURY MILLS, N. Y. 12577

JANICE BERNSTEIN
R. D. 1 - HILLCREST DRIVE
SALISBURY MILLS, N. Y. 12577

DOUGLAS MILLER
R.R. 1 - 134 HILLCREST DRIVE
SALISBURY MILLS, N. Y. 12577

EMILIO RODRIQUEZ
R. D. 1 - HILLCREST DRIVE
SALISBURY MILLS, N. Y. 12577

PETER DIOGUARDIA
2282 ARTHUR AVENUE
BRONX, N. Y. 10458

STATE OF NEW YORK
OFFICE OF MENTAL RETARDATION & DEVELOPMENT
LETCHEWORTH DEVELOPMENT CENTER
HOSTEL 809
44 HOLLAND AVENUE
ALBANY, N. Y.

ROBERT SCHEIPER
BOX 113 - HILLCREST DRIVE
SALISBURY MILLS, N. Y. 12577

WILLIAM P. ADAMS
R. D. 4 - HILLCREST DRIVE
SALISBURY MILLS, N. Y. 12577

MARGARETE F. OBERMEIER
R. D. #1 - HILLCREST DRIVE
SALISBURY MILLS, N. Y. 12577

GROVE HOMES, INC.
P. O. BOX 188
WASHINGTONVILLE, N. Y. 10992

JOSEPH AND ROXANA PANTANO
R. D. 4 - BOX 450
BEAVER BROOK RD.
NEW WINDSOR, N.Y. 12550

JOSEPH AND MILDRED DEGUARDIA
994 VAN NESS AVENUE
BRONX, N. Y. 10462

VINCENT AND JOSEPHINE RISOLIO
R. D. 1 - PARK ROAD
SALISBURY MILLS, N. Y. 12577

RAYMOND AND ANNETTE RISOLIO
R. D. 1 - LAKE ROAD
SALISBURY MILLS, N. Y. 12577